

AMENDMENT UNDER 37 C.F.R. § 1.111
U.S. Application No. 10/526,219

REMARKS

In this Amendment, claims 1, 5, 10 and 12-13 have been amended, claims 4 and 14-17 have been cancelled and claims 21-31 have been added. No new matter has been added.

Rejections under 35 U.S.C. § 103(a)

The Examiner has rejected Claims 1-2 and 6-9 under 35 U.S.C. § 103(a) as being obvious over Ferber (U.S. Patent No. 5,455,749, “Ferber”), Claim 3 as being obvious over Ferber in view of Sandeen (U.S. Patent No. 5,112,058, “Sandeen”), Claim 4 as being obvious over Ferber in view of Dewa (U.S. Patent No. 6,585,265, “Dewa”), Claim 5 as being obvious over Ferber in view of Itkis (U.S. Patent No. 4,624,462, “Itkis”), Claims 10, 13, 14, 16 and 17 as being obvious over Ferber in view of Dewa and further in view of Heit (U.S. Patent No. 6,464,503, “Heit”), Claims 11 and 12 as being obvious over Ferber in view of Dewa and Heit in view of Bromley (U.S. Patent No. 5,026,058, “Bromley”) in further view of Neueberger (U.S. Patent No. 5,224,600, “Neueberger”), Claims 15 and 18 over Ferber in view of Dewa, Heit and further in view of RISK, and Claims 19 and 20 over Gerber in view of Dewa in view of Heit and further in view of Muroi (U.S. Publication No. 2002/0052238, “Muroi”).

Claims 1-3, 5-9 and 21

Applicant traverse the rejection of these claims for at least the following reasons. Ferber discloses a controller coupled to puzzle pieces via conductive paint stripes; however, the controller of Ferber is not in a planar card. Similarly, the conductive paint stripes of Ferber are not in the planar card. The Examiner asserts that it would be a mere rearrangement of parts to

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move the controller and battery pack within the puzzle piece. Applicants disagree. Claim 1 requires that both the controller means and communications means be in the planar card and also be coupled to one another. The conductive paint in Ferber, on the other hand, is on the exterior of the puzzle pieces and the controller is separate from but connected to one of the puzzle pieces. The Examiner has failed to explain how or why one of skill in the art would move the conductive paint and controller into the puzzle pieces and still allow for communication with adjacent cards.

Ferber also does not describe a user input means coupled to the controller means. The Examiner admits that Ferber fails to disclose user input means but submits that Dewa discloses user input means (i.e., the unfoldable dice). In Dewa, however, the dice that can be unfolded are not part of an electronic game card, and the dice are not coupled to a controller. Instead, the unfoldable dice are part of a board game and are unfolded by the user during the game.

Furthermore, one of skill in the art would not combine Ferber and Dewa to arrive at the electronic game card of claim 1. First, Dewa does not describe an electronic game. Second, the Examiner has provided no explanation regarding how or why one of skill in the art would incorporate the unfoldable dice with the puzzle of Ferber. Furthermore, the unfoldable dice of Dewa are not coupled to a controller and the Examiner has provided no explanation regarding how or why one of skill in the art would couple the unfoldable dice with the controller that has been moved into the puzzle piece of Ferber.

The Examiner also submits that Itkis describes a user input means (i.e., a keyboard). Itkis describes an automatically played Bingo game that includes a keyboard that allows users to select a Bingo game board to play. The Bingo game of Itkis, however, does not allow communications between adjacent cards when two cards are placed close to each other, with one

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side of each card opposite a side of the other card. One of skill in the art, however, would not combine Ferber with Dewa and/or Itkis to arrive at the electronic game card of claim 1. The operation of each of the games in Dewa, Ferber and Itkis is entirely different. Dewa is a board game, while Ferber is a puzzle and Itkis is an automatic Bingo game. In addition, the Examiner has provided no explanation regarding how or why one of skill in the art would include the keyboard of Itkis with the controller that has been moved into the puzzle piece of Ferber or how or why would one of skill in the art would include the keyboard of Itkis with the unfoldable dice/board game of Dewa.

Moreover, Applicants submit that one of skill in the art would have no reasonable expectation of success that the combination of Ferber with Dewa and/or Itkis would result in the electronic card game of claim 1. Even if one of skill in the art combined the puzzle, board game and Bingo game, significant experimentation would be required to rearrange and combine each of the components of the puzzle, board game and Bingo game such that they would be operable. For example, Ferber does not describe providing the conductive paint anywhere but on an exterior of the puzzle pieces and it is merely the Examiner's assertion that the conductive paint could be moved to the interior of the puzzle piece. However, as explained above, claim 1 also requires that the conductive paint allow for communication with adjacent cards and the Examiner has failed to explain how the conductive paint could be moved to the interior of the puzzle piece and still allow for such communication.

Accordingly, the cited art fails to teach or suggest all of the limitations of independent claim 1. Claims 2-3, 5-9 and 21 depend, directly or indirectly from independent claim 1.

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Claims 10-13 and 18-20

Applicant traverse the rejection of these claims for at least the following reasons. The cited art fails to teach or suggest all of the limitations of independent claim 10 including, inter alia: "...and wherein one of the cards is a master card operable to communicate with each card and to activate output means in each card according to rules of the games stored therein, and the rest of the cards are slave cards storing each a personality code."

As described above, Dewa describes a board game that includes unfoldable dice. In Dewa, the user is required to keep track of the rules and perform calculations throughout the game using the rules and data listed on the cards. Similarly, in Ferber, there are no rules in the puzzle - users simply put together the puzzle pieces in a conventional way. Thus, rules are not stored in the controller of Ferber or Dewa. In addition, one of skill in the art would not combine Ferber and Dewa as described above with reference to claim 1.

The Examiner admits that Ferber and Dewa do not describe wherein one of the cards is a master card operable to communicate with each card and to activate output means in each card according to rules of the games stored therein, and the rest of the cards are slave cards storing each a personality code, and submits Heit describes this limitation. In Heit, however, the computer that performs the analysis in Heit is not a game card – the blocks in Heit are the game cards. Similarly, the working platform in Heit is not a game card - the working platform is connected to the computer that monitors the game play. The computer and working platform are also not located in a bi-directional pattern adjacent to the blocks. Thus, neither the computer nor the working platform can be the master card. In addition, the playing blocks in Heit also do not include a controller and one or more communication devices, and the playing blocks are not

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located in a bi-directional pattern with the computer and working platform. Thus, the playing blocks in Heit cannot be the slave cards.

Furthermore, one of skill in the art would not combine Ferber, Dewa and Heit to arrive at the presently claimed invention. First, the operation of Heit (an electronic learning game) is entirely different than the operation of the puzzle of Ferber and the board game of Dewa. Furthermore, the Examiner has provided no explanation regarding how or why the learning game of Heit that requires an external computer can be combined with the puzzle of Dewa and the board game of Ferber in an operable manner to arrive at the electronic card game of claim 10.

Accordingly, the cited art fails to teach or suggest all of the limitations of independent claim 10. Claims 11-13 and 18-20 depend, directly or indirectly from independent claim 10.

New Claims 22-31

Applicant traverse the rejection of these claims for at least the following reasons. The cited art fails to describe an electronic card game method as claimed in claim 22. None of the cited references, alone or in combination, describe an electronic card game that performs a method that includes supplying power from the master to each of the plurality of bases and exchanging data between the master and each of the plurality of bases.

Accordingly, the cited art fails to teach or suggest all of the limitations of independent claim 22. Claims 23-31 depend, directly or indirectly from independent claim 22.

Thus, the cited art fails to teach or suggest all of the limitations of independent claims 1, 10 and 22. Claims 2-9, 11-13, 21 and 23-31 depend, directly or indirectly, from one of the

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foregoing independent claims. Applicants, accordingly, request withdrawal of the claim rejections under 35 U.S.C. § 103(a).

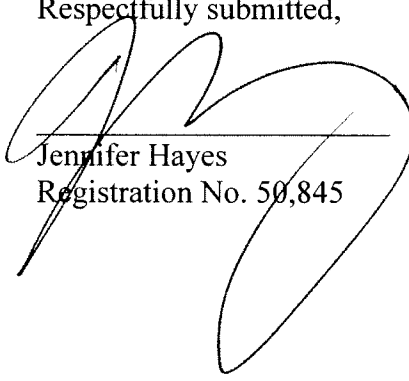
Conclusion

In view of the above, reconsideration and allowance of this application are now believed to be in order, and such actions are hereby solicited. If any points remain in issue which the Examiner feels may be best resolved through a personal or telephone interview, the Examiner is kindly requested to contact the undersigned at the telephone number listed below.

The USPTO is directed and authorized to charge all required fees, except for the Issue Fee and the Publication Fee, to Deposit Account No. 50-3557. Applicants petition for any extension of time that may be necessary to maintain this application in force. Please also credit any overpayments to said Deposit Account.

Respectfully submitted,

NIXON PEABODY LLP
Suite 900
401 9th Street, N.W.
Washington, DC 20004-2128
Telephone: (202) 585-8000


Jennifer Hayes
Registration No. 50,845

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